



2014-013

RECEIVED

AUG 23 2013

Puget Sound
Clean Air Agency

August 21, 2013

To: All WCIF Participating Employers
From: Jon Kaino, WCIF Executive Director
RE: WCIF Trust Agreement Amendment

Dear WCIF Participating Employer:

On June 18, 2013, you received a notice that the Board of Trustees of the Washington Counties Insurance Fund (WCIF) was proposing some minor amendments to the WCIF Trust Agreement and Bylaws ("Agreement"). These amendments are intended to clean up some dated language and provide clarification where necessary. The only substantive changes were to clarify that WCIF also provides retiree coverage, and to reduce the WCIF Executive Committee from seven members to five. A copy of the Agreement with the proposed changes was included with the June notice.

At the Board meeting held on August 16, 2013, the Trustees approved the proposed amendments to the Agreement. A copy of the amended Agreement is enclosed and is identical to the copy you received in June. The amended Agreement is scheduled to become effective on January 1, 2014.

In accordance with Article 6.1 of the current Agreement, notice of the amendment must be sent to all WCIF Participating Employers at least 30 days prior to the effective date. Unless Participating Employers representing more than 50% of the employees enrolled in WCIF object to the amended Agreement, it will become effective January 1, 2014 as stated above. If you have no objection to the proposed amendments, **NO ACTION IS NECESSARY**.

If this has been addressed to you in error, please contact WCIF with the information needed to keep our records current.

If you have any questions or would like to discuss this further, please do not hesitate to contact me.

Thank you,

Jon Kaino
WCIF Executive Director
360-292-4466 (direct line)
jon@wcif.net

**WASHINGTON COUNTIES INSURANCE FUND
TRUST AGREEMENT AND BYLAWS
January 1, 2014**

THE WASHINGTON COUNTIES INSURANCE FUND TRUST AGREEMENT AND BYLAWS ("AGREEMENT") is made and entered into effective January 1, 2014, by and among the Trustees of the Washington Counties Insurance Fund (hereinafter referred to as the "Trust") and the Trust's Participating Employers (defined below).

RECITALS

WHEREAS, the Trustees have established plans for the payment of medical, dental, basic life with double indemnity accidental death and dismemberment, dependent basic life, vision, voluntary term life, voluntary accidental death and dismemberment, group base long term disability, voluntary buy up long term disability and voluntary short term disability, employee assistance benefits, fully insured Medicare supplement plan with Part D compliant prescription program, and other similar benefits to the eligible employees and retirees of Participating Employers and, if so provided, to the dependents of eligible employees and retirees ("Plans"); and

WHEREAS, this Trust was originally adopted and effective January 1, 1959 for the collection and investment of contributions, insurance contract refunds and for the payment of benefits and expenses of Plans and any other similar plans adopted from time to time by the Trustees. For this purpose, the Trustees will accept contributions from the Participating Employers and the Participating Employer's eligible employees, establish the reserves they from time to time determine are necessary for the proper funding and administration of the Plans; and

WHEREAS, the Agreement of January 1, 1959 was fully restated on November 7, 1985 with the consent of all Trustees. All current Participating Employers were notified of this amendment pursuant to paragraph 5(a) of the prior Agreement; and

WHEREAS, the restated Agreement of November 7, 1985 was further amended on August 13, 1987 with the consent of all Trustees. All Participating Employers were notified of this amendment pursuant to paragraph 5(a) of the prior Agreement; and

WHEREAS, the amended Agreement of August 13, 1987 was fully amended and restated on January 1, 2003 with the consent of all Trustees. All current Participating Employers were notified of this amendment pursuant to Section 19(a) of the prior Agreement; and

WHEREAS, the restated Agreement of January 1, 2003 was fully amended and restated effective January 1, 2006 with the consent of all Trustees. All Participating Employers were notified of the amendment pursuant to Section 20(a) of the prior Agreement; and

WHEREAS, the restated agreement of January 1, 2006 was fully amended and restated effective January 1, 2012 with the consent of the Board of Trustees, and all Participating Employers were notified of the amendment pursuant to Article 6.1 of the prior Agreement;

NOW, THEREFORE, the Agreement of January 1, 2012 is fully amended and restated effective January 1, 2014 with the consent of the WCIF Board of Trustees. All Participating Employers were notified of the amendment pursuant to Article 6.1 of the prior Agreement.

The Trustees and Participating Employers AGREE as follows:

ARTICLE 1

Definitions

1.1 Agreement. "Agreement" is the Washington Counties Insurance Fund Trust Agreement and Bylaws entered into effective as of January 1, 2014, by and among the Trustees of the Trust and Participating Employers.

1.2 Appendix. "Appendix" means each of the appendices to the Agreement. Each appendix shall be considered a part of the Agreement and may be amended by the Trustees and Participating Employers at any time and for any reason without consent of any person, except as otherwise provided by law. As of January 1, 2014, the appendices include the Business Associate Agreement as Appendix I.

1.3 Business Associate Agreement. "Business Associate Agreement" means the agreement between the Trust and each Participating Employer governing the terms and conditions under which the Trust may disclose or have disclosed to the Participating Employer, and the Participating Employer may create, use or disclose or receive Protected Health Information on behalf of the Trust. The Business Associate Agreement also governs the terms and conditions under which the Trust may disclose or have disclosed to the Participating Employer, and the Participating Employer may create, receive, maintain or transmit Electronic Protected Health Information on behalf of the Trust.

The Business Associate Agreement is appended to the Agreement and is intended to document the business associate assurances required by the privacy and security regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996, 45 C.F.R. Part 160 and 164 including any subsequent modifications thereto.

1.4 Electronic Protected Health Information. "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. §160.103, limited to the information created or received by a Participating Employer from or on behalf of the Trust.

1.5 Chair. "Chair" shall mean the individual elected by the Trustees to serve as chair of the Trustees and the Executive Committee. The chair shall exercise the powers pertaining to the office of chair and shall have duties described by the Trustees and the Agreement. The chair shall also perform such duties as the Trustees may from time to time designate.

1.6 Employees of the Trust. "Employee of the Trust" means an employee or employees employed by the Trustees to carry out the administration of Trust business.

1.7 Local Government Entity. "Local Government Entity" means any unit of local government, both general purpose and special purpose, and includes, but is not limited to, counties, cities, towns, port districts, public utility districts, water-sewer districts, school districts, fire protection districts, irrigation districts, metropolitan municipal corporations, conservation districts, and other political subdivisions, governmental subdivisions, municipal corporations, quasi-municipal corporations and nonprofit organizations receiving state or local government funding as defined in Title 24, Chapters 03 or 06 RCW whose membership is limited solely to the participating public agencies or to partnerships organized pursuant to Title 25, Chapter 04 RCW whose partners are limited solely to participating public agencies.

1.8 Officers. "Officers" shall mean the Chair and the Vice Chair, and other such officers as the Trustees may designate, all of whom are elected by the Trustees.

1.9 Participating Employer. "Participating Employer" means a Local Government Entity or non-profit organization receiving state or local government funding that participates in the Trust.

1.10 Place of Business. "Place of Business" means the Washington Counties Insurance Fund (WCIF) office, 2620 RW Johnson Road SW, Suite 300 Tumwater, WA 98512-6103, Mailing Address: P.O. Box 7786, Olympia, WA 98507-7786.

1.11 Plans. "Plans" means the plans, as they now exist or may be hereafter adopted or amended by the Trustees, for the payment of medical, dental, basic life with double indemnity accidental death and dismemberment, dependent basic life, vision, voluntary term life, voluntary accidental death and dismemberment, group base long term disability, voluntary buy up long term disability and voluntary short term disability, employee assistance benefits, fully insured Medicare supplement plan with Part D compliant prescription program; and other similar benefits for eligible employees and retirees.

1.12 Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by a Participating Employer from or on behalf of the Trust.

1.13 Quorum. "Quorum" shall mean, at any meeting of the Trustees, more than one-half of the Trustees.

1.14 Self-Funded, Self-Funded Benefits, Self-Insured or Self-Insured Benefits. "Self-Funded, Self-Funded Benefits, Self-Insured or Self-Insured Benefits" refers to payment directly by the Trust or by a separate pool or trust established by the Trustees for medical, dental, prescription drug, vision or other health-related benefits, rather than payment for those benefits through an insurance contract.

1.15 Trust. "Trust" means the Washington Counties Insurance Fund.

1.16 Trustees. "Trustee" means one Washington State County Commissioner and/or County Council Member from a county who has 100% of all eligible employees participating in the Trust's group life with medical participation in addition to six trustees elected by the Insurance Advisory Committee from non-county membership. No Participating Employer may have more than one Trustee. A Trustee may appoint an alternate to serve in his or her absence, provided that only one alternate may be designated by such Trustee.

1.17 Trust Year. "Trust Year" means the twelve-month period beginning January 1 and ending December 31.

1.18 Vice Chair. "Vice Chair" shall mean the individual elected by the Trustees to serve as vice chair of the Trustees. The Vice Chair shall act as Chair in the absence or disability of the Chair and shall perform all of the duties of Chair and when so acting shall have the powers of Chair. The Vice Chair shall also perform such other duties as the Trustees may from time to time designate.

1.19 WCIF Insurance Advisory Committee. "WCIF Insurance Advisory Committee" means a committee comprised of individuals representing Participating Employers.

ARTICLE 2

Benefits, Participation and Contributions

2.1 Benefits. Each Participating Employer's eligible employees may elect to receive benefits under the Plans. A complete description of the benefits provided and the conditions relating to such benefits, such as deductible amounts and other requirements that apply to a Participating Employer's employees' and dependents' qualification or continued qualification for a benefit shall be as provided in the insurance contracts or Self-Funded Benefit documents referenced in (a) and (b) below. The Trustees may change the Plans' benefits at any time without amendment to the Trust Agreement.

(a) Insurance Contracts. Plan benefits may be funded through insurance purchased by the Trust from entities that are licensed or authorized by the State of Washington to transact insurance in the State of Washington. The Trustees are authorized to enter into a contract or contracts with such entities. For Plan benefits funded through insurance, the certificates of coverage provided by the insurance carrier(s) contain the benefit provisions. Reasonable premiums for such insurance coverage shall be paid from the Trust.

(b) Self-Funded Benefits. If the Trustees determine that any of the Plans should be Self-Funded, the Trustees are authorized to do so in accordance with Washington law, which includes but is not limited to, obtaining approval from the Office of Risk Management, State of Washington, Risk Management Division. Payments for Self-Funded Benefits shall be paid either directly by the Trust or by a separate pool or trust established by the Trustees for this purpose. For Self-Funded Benefits, the documents provided by the separate pool or trust contain the benefit provisions.

2.2 Participation. Individuals entitled to benefits under the Plans are Participating Employers' employees and the employees' dependents, as well as eligible retirees and their dependents.

2.3 Contributions to the Trust. Each Participating Employer shall pay to the Trust each month an amount required to provide benefits to a Participating Employer's employees and the employees' dependents participating in the Plans. The amounts paid shall include Participating Employer contributions and any employee contributions. Under some circumstances, as allowed under the Plans, a Participating Employer's employee may be allowed to pay for the entire cost of his or her and his or her dependents' coverage.

The Trustees agree to accept any contributions or refunds to the Trust from insurance contracts paid to them in cash or in the form of such other property as they may from time to time deem acceptable. All contributions or refunds so received, together with income therefrom and any other increment thereon shall be held, invested, reinvested and administered by the Trustees pursuant to the terms of this Agreement without distinction between principal and income. The Trustees, in addition to utilizing Trust monies to pay benefits under the Plans, may assess Participating Employers on a yearly basis a sum sufficient to cover the necessary and reasonable cost of Trust administration. Said sums collected shall be deposited in the Trust and be payable only by the Trustees or their designated agent or agents.

If the Trustees designate an Employee of the Trust or a third party administrator to collect the Participating Employer and employee contributions, the Trustees shall require the Employee of the Trust or the third party administrator to be bonded or insured, and to make the books of account regarding the Plans and Trust available to the Trustees.

Contributions or refunds may be made directly to a bank account or money market account established by the Trustees.

2.4 Collections of Contributions. If a Participating Employer fails to make the required payments to the Trust as required by this Agreement, the Trustees shall have the power to demand the contributions due from the Participating Employer. Upon the Participating employer's failure to pay, the Trustees may, after ten days written notice, cancel the coverage of such Participating Employer's employees and the employees' dependents under the Plans. Upon cancellation, the Participating Employer shall be entitled to no refund and the Participating Employer and its covered employees shall cease to have any rights whatsoever in the Trust or in any insurance or Self-Funded Benefits provided thereunder except as may be otherwise provided in the Plans or by law.

2.5 Withdrawals from the Trust. Monetary withdrawals from the Trust shall be made by the Trustees or by an Employee of the Trust, if so delegated by the Trustees, for the purpose of paying insured premiums, Self-Funded Benefits, claims or expenses under the Plans, for investment purposes pursuant to Section 4.1 Investment of Trust Assets, or reasonable expenses necessary to operate the Trust pursuant to Section 4.3 Trust Expenses.

ARTICLE 3

Administration of the Plans

The Trustees shall have the responsibility of administering the Plans and determining eligibility for benefits under the Plans and the validity of claims or other similar matters pursuant to the terms of the Plans. Subject to the Plans' claims and appeals procedure, the Trustees' decisions with respect to eligibility and coverage under the Plans, and validity and payment of benefits shall be final. The Trustees shall have the power to construe the provisions of this Agreement and to adopt rules to administer the Trust. The Trustees and/or a delegated Employee of the Trust may enter into a contract with a third party administrator and/or insurance company for purposes of insurance coverage, determination of eligibility, billing Participating Employers, collection of contributions, preparation and maintenance of records and accounts, and processing and payment of claims. All claims for benefits and appeals of denied claims shall be made in accordance with the claims procedures provided in the Plans. The Trustees and/or a delegated Employee of the Trust may employ such clerical, administrative, accounting, consulting and legal assistance as they deem necessary and appropriate.

ARTICLE 4

Powers and Duties of Trustees

4.1 Investment of Trust Assets. In the event that the Trustees determine that a surplus exists in the Trust fund over and above an adequate amount necessary for paying insured premiums, claims, expenses or benefits under the Plans, the Trustees shall invest such surplus. Notwithstanding any provision of Washington law to the contrary, the Trustees are granted full power and authority to invest and reinvest the principal and income of the Trust in any manner the Trustees deem advisable. The Trustees may, at their discretion, authorize an Employee of the Trust to act, with the concurrence of the Chairman of the Trust, on behalf of all Trustees in all matters relating to the investment of Trust reserves in accordance with this Section .

4.2 Powers of Trustees. The Trustees shall have all powers with regard to trust property granted by Washington law on the date hereof, and, in addition, shall have the following specific powers:

- (a) To sell, convey, transfer, mortgage, pledge, lease or otherwise dispose of the same without the approval of any court and without any notice to Participating Employers or employees and without obligation upon any person dealing with the Trustees to be responsible for the application of any money or other property delivered to them;
- (b) To borrow money for the purposes of the Trust and to pledge or encumber the assets of the Trust as collateral;
- (c) To exchange property for other property;
- (d) To collect the principal or income of the Trust as the same shall become due and payable, and, if necessary, to take such legal proceedings as it may deem advisable in the best interests of the Trust to collect any sum of money due to the Trust. The Trustees shall be under

no obligation to commence suit unless they shall first have been indemnified by the Participating Employers with respect to expenses or losses to which the Trust may be subjected through taking such action;

(e) To pay the expenses of the Trust from the Trust assets, including any taxes and reasonable expenses of the Trustees pursuant to Section 4.3 Trust Expenses; and

(f) Generally to do all such acts, execute all such instruments, take all such proceedings, and exercise all such rights and privileges with relation to property constituting the Trust fund as if the Trustees were the absolute owner thereof.

4.3 Trust Expenses. The Trustees shall serve without compensation. Reasonable expenses incurred by the Trustees in the performance of their duties hereunder may be paid from the Trust. The Trust may pay the fees and expenses incurred by the Trustees for necessary and reasonable travel, clerical, administrative, accounting, consulting and legal services.

Licensed insurance brokers or agents may receive compensation from the Trust for insurance transactions made on behalf of the Trust if such transactions are performed within the scope of the brokers' or agents' licenses, provided such compensation is disclosed to the Trustees and the brokers' Participating Employers. Such compensation can include, but is not limited to, commissions on insurance premiums or adding an additional amount to insurance premiums.

4.4 Annual Accounting. Within a reasonable time period following the close of each Trust Year, the Trustees shall render to the WCIF Insurance Advisory Committee a copy of the most recent audited financial statement of the Trust via the WCIF website (<http://www.wcif.net>). The Trustees are hereby relieved of all obligations of the Trustees' Accounting Act of the State of Washington as now enacted or hereafter amended. The Trustees shall keep at the Place of Business of the Trust a copy of its contracts with insurance carriers and service providers and an accurate book of accounts and records of their transactions as Trustees.

4.5 Authority to Act for Trustees. A majority of the Trustees may in writing designate one or more of the Trustees or another individual to act on behalf of all the Trustees. A third party dealing with the Trustees may conclusively presume that any exercise of power within the scope of a written designation is authorized by the Trustees and is in accordance with the terms of this Agreement. In the absence of such written designation, any action approved by a majority of the Trustees shall be conclusively binding.

4.6 Committees. In addition to the committees described in 4.6(a) WCIF Insurance Advisory Committee and 4.6(b) Executive Committee, the Trustees shall have the power to create committees to assist the Trustees in the management and operation of the Plans and Trust and to define the duties and powers of such committees. The Chair of the Trustees shall have the power to appoint the members of such committees.

(a) WCIF Insurance Advisory Committee. The Chair shall chair the WCIF Insurance Advisory Committee, which shall be comprised of one representative from each Participating Employer.

(b) Executive Committee. The WCIF Chair will serve as Chair over the Executive Committee.

(1) The Executive Committee membership is composed of the following positions:

(i) Executive Chair, WCIF

(ii) Chair, WCIF

(iii) Vice Chair, WCIF

(iv) Two at large members of the WCIF Board, nominated and elected by a majority of the WCIF Board Members. At large members will be elected to, and shall serve two-year terms except for the initial election when one at large member will be elected to a one-year term in order to implement "staggered" terms for the at large members. The elections will take place at the same meeting as other elections for WCIF. At least two members of the Executive Committee shall be representatives of county employers and at least two members shall be representative of non-county employers.

(2) Functions of the Executive Committee:

(i) Make recommendations to the Board of Trustees of the Fund . The Executive Committee does not have approval authority on any issue, unless approval authority has expressly been granted by the full Board for a specific issue.

(ii) In consultation with other Board members, prepare and give an annual performance evaluation for the Executive Director.

(iii) Other duties that may be assigned by the WCIF Board of Trustees.

4.7 Meetings.

(a) Regular Meetings. The Trustees shall hold at least two meetings each year, which shall be held at the time and place determined by the Trustees or the Officers.

(b) Action Without Meeting. Within the limitations of Title 42, Chapter 30 RCW, the Trustees may take action which they could properly take at a meeting without such meeting if consent in writing setting forth the action so taken is signed by all of the Trustees or a Trustee's alternate, as described in Section 1.16 Trustees. Such consent shall have the same effect as a unanimous vote.

(c) Telephone Meetings. Any Trustee or any member of a committee appointed by the Trustees may participate in a meeting of the Trustees by means of a conference telephone or other similar communications equipment that enables all persons participating in the meeting to hear each other during the meeting. Participation by such means shall constitute presence at a meeting.

(d) Adjourned Meetings. Any meeting of the Trustees, regardless of whether a quorum is present, may be adjourned from time to time by an affirmative vote of the majority of the Trustees present.

(e) Joint Meetings. Meetings of the Trustees may be held jointly with the WCIF Insurance Advisory Committee.

4.8 Liability of Trustees. In the performance of their duties under the Trust, the Trustees shall exercise good faith, and the interpretations placed on this Agreement and the terms thereof by the Trustees shall, in the absence of fraud, be conclusive. In case any dispute or doubt arises as to the construction of this Agreement, or the rights, liabilities or duties of the Trustees hereunder, the Trustees may employ counsel and take the advice of such counsel as it may select and shall be fully protected in acting upon and following such advice. The Trustees shall be entitled to reimbursement from the Trust for the expense so incurred.

4.9 Term, Resignation or Removal of Trustees.

(a) Term and Resignation. The Trustees shall serve for a duration of time determined by the Participating Employer represented by the Trustee. A Trustee may resign at any time by giving written notice of such resignation to the Trustees and addressed to the last known address of the Chair. In such event, a successor Trustee shall be appointed by the Participating Employer who was represented by the resigning Trustee.

(b) Removal. A majority of the WCIF Insurance Advisory Committee may remove a Trustee without cause by giving the Trustee at least thirty (30) days written notice and by appointing a successor Trustee.

4.10 Trustee Voting. The Trustees may not act as a body without a Quorum. A majority of consenting votes of that Quorum is required to carry a motion.

ARTICLE 5

Participating Employers

5.1 Participating Employers' Reports and Records. The Trustees shall have the right to require such reports and the execution of such forms by Participating Employers as are necessary or required by the Trustees for the fulfillment of the Trust and the requirements of any insurance carriers' contracts. The Trustees shall have the right at reasonable times to inspect the payrolls and such other records of each of the Participating Employers, as are pertinent to questions of accuracy, or comprehensiveness of reports submitted by such Participating Employers. If a Participating Employer shall fail to make or execute the reports or forms, or permit the inspections provided for herein, within twenty (20) days after demand, the Trustees, after ten (10) days' notice to the Participating Employer, may cancel the coverage of the employees of such Participating Employer under the Plans. In the event of such cancellation, the provisions of Section 5.4 Termination by a Participating Employer shall apply.

5.2 New Participating Employers. A Local Government Entity or non-profit organizations receiving state or local government funding shall become a Participating Employer when:

- (a) The eligible Local Government Entity or non-profit organization's application for participation in the Trust is approved and accepted by the Trustees.

5.3 Employer Participation Requirements.

- (a) Selecting Benefits. A Participating Employer is required to enroll all eligible employees in a group basic life plan. The Participating Employer may then select from any of the Trust benefit options. Plan options are approved by the Trustees and generally include the following:
 - (1) Dependent basic life;
 - (2) PPO medical;
 - (3) HMO medical;
 - (4) Indemnity dental;
 - (5) DMO dental;
 - (6) Fully-insured vision;
 - (7) Employee assistance program;
 - (8) Fully insured Medicare supplement plans with Part D compliant prescription program;
 - (9) Base long term disability
 - (10) Voluntary buy-up long term disability

- (11) Voluntary short term disability;
- (12) Voluntary term life;
- (13) Voluntary accidental death and dismemberment;
- (14) Other plans that may from time to time be approved by the Trustees.

(b) Participation Requirements. 100% of the eligible employees of a Participating Employer must be enrolled in the group basic life coverage. If a Participating Employer elects PPO medical coverage and/or the optional HMO medical coverage, at least 75% of eligible employees must be enrolled in those medical plans. If a Participating Employer elects indemnity or DMO dental or fully-funded vision, 100% of its eligible employees must be enrolled in that coverage. In determining whether a Participating Employer meets these percentage enrollment requirements, only those individuals who are employed by the Participating Employer, and who meet the employer's minimum threshold for hours worked, and are actively at work on the date coverage is to become effective are counted. The employer's minimum threshold for hours worked must be at least 20 hours per week or 80 hours per month (whichever is less). Eligible employees will remain on the plan during any unpaid furlough, even if such unpaid furlough causes the covered employees to work less than full-time, so long as the covered employees do not exceed 30 unpaid furlough days in a single calendar year. Eligible employees do not include employees of the Participating Employer who are covered by a collective bargaining agreement which requires the employer to contribute to a multi-employer health and welfare trust on their behalf.

5.4 Termination by a Participating Employer. Any Participating Employer may terminate its participation under the Trust by giving the Trustees thirty (30) days' prior written notice, except for PPO medical plans which require ninety (90) days' prior written notice. On or before the termination date, the withdrawing Participating Employer shall pay to the Trustees or the Employee of the Trust all contributions due and payable for periods preceding that date. Upon withdrawal from the Trust, a Participating Employer shall be entitled to no refund and the Participating Employer and all of its covered employees shall cease to have any rights whatsoever in the Trust or any insurance provided thereunder except as may be otherwise provided in the Plans which covered such employees.

ARTICLE 6

Amendment and Termination of Plans and Trust

6.1 Amendment. This Agreement may be amended at any time by the Trustees upon thirty (30) days' notice to the Participating Employers. An amendment shall become effective upon the later of (i) thirty (30) days after the transmittal of a copy of the amendment by the Trustees, by certified or registered mail, to each Participating Employer, provided that no amendment shall become operative if Participating Employers representing more than fifty percent (50%) of the covered employees dissents within such 30-day period, or (ii) the effective date of the amendment, provided that Participating Employers representing more than fifty percent (50%) of the covered employees did not dissent within

thirty (30) days after the transmittal of a copy of the amendment by the Trustees, by certified or registered mail, to each Participating Employer.

6.2 Termination. While it is the intent of the parties to the Agreement that the Trust will continue on a permanent basis, the Trust may be terminated on January 1 of any year by fifty percent (50%) or more of the Washington State county Participating Employers, provided the employees of such Participating Employers constitute at least fifty percent (50%) of the employees participating in the Trust's Plans. Such Participating Employers shall give the Trustees written notice of such termination at least thirty (30) days prior to such termination date. Upon termination of the Trust, the assets remaining after payment of all Trust expenses shall be paid to each Participating Employer in the amounts determined by the Trustees.

ARTICLE 7 General Provisions

7.1 Suits. If any person or parties to this Agreement shall request the Trustees to bring any action to determine any of the provisions or rights arising out of this Agreement, the Trustees shall not be obligated to bring such suit unless the Trustees are fully indemnified by the Participating Employers for all costs of such action, including a reasonable sum for attorneys' fees.

7.2 Governing Law. The situs of this Trust shall be the State of Washington and its validity, construction, interpretation and administration shall be governed by the laws of the State of Washington and federal law to the extent applicable.

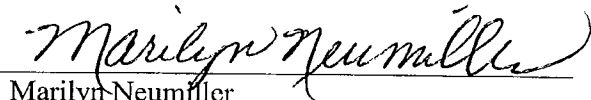
7.3 No Assignment. No benefits or properties of the Trust shall be subject in any manner to assignment, transfer, anticipation, alienation, sale, pledge, encumbrance or charge, by any person other than the Trustees, and any attempt to do so shall be void. The principal and income of the Trust shall not be subject to the transfer by operation of law and shall be exempt from the claims of creditors or other claimants to the fullest extent permissible by law.

DATED this 16th day of August, 2013.

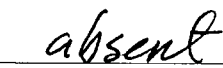
TRUSTEES:



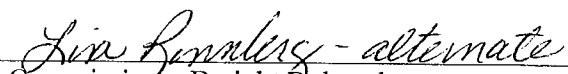
Commissioner Helen Price Johnson
WCIF Chair
Island County



Marilyn Neumiller
WCIF Vice Chair
North Central Regional Library



Commissioner Shon Small
Benton County



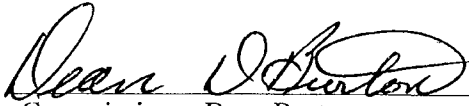
Commissioner Dwight Robanske
Columbia County



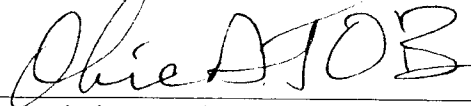
Commissioner Mike Karnofski
Cowlitz County



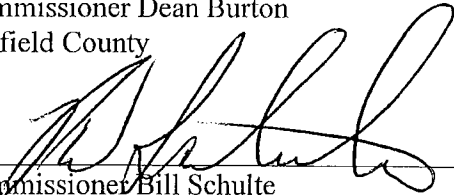
Commissioner Brad Miller
Ferry County



Commissioner Dean Burton
Garfield County



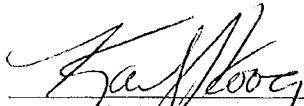
Commissioner Obie O'Brien
Kittitas County




Commissioner Bill Schulte
Lewis County



Commissioner Lisa Ayers
Pacific County



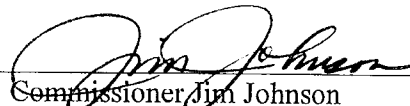
Commissioner Karen Skoog
Pend Oreille County



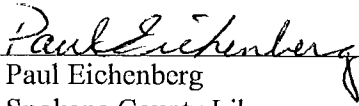
Commissioner Don Dashiell
Stevens County



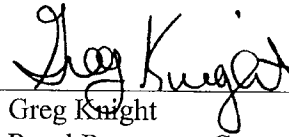
Commissioner Blair Brady
Wahkiakum County



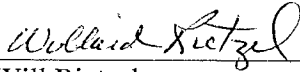
Commissioner Jim Johnson
Walla Walla County



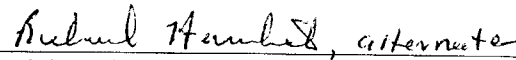
Paul Eichenberg
Spokane County Library



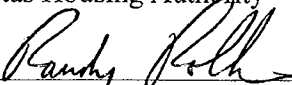
Greg Knight
Rural Resources Community Action



Will Rietzel
Kittitas Housing Authority



Rich Park
Timberland Regional Library



Randy Rollins
Spokane Housing Authority